TABLE OF CONTENTS

			Pag	e
I.	INTR	ODUC	TION	1
II.	STAN	IDARD	FOR RECONSIDERATION	2
III.	ARGU	JMEN'	Γ	3
A.	The Order's Mention of Payment of Termination Fees by the "New Owners" Rather than the "Former Owners" Is Not Controversial or Significant			3
	B.		KG Defendants' Argument that Japan Law Applies, and that ourt Misapplied it, is Wrong	4
		1.	Hawai`i Choice of Law Rules Require Application of Hawai`i Law in Determining the Applicability of the KG Defendants Defenses to the SS Companies' Hawai`i Law Claims	,
		2.	Hawai`i's Choice of Law Analysis Dictates that Hawai`i Law Applies Here	
		3.	The KG Defendants Fail to Show that Japan Courts Would Apply Japan Law	
		4.	Even Assuming Japan Law Applies, Mr. Kosugi's Opinion is Deficient and Wrong	
	C.	the in	The Court Correctly Applied U.S. Law in Determining That the <i>in Pari Delicto</i> /imputation Defenses Do Not Apply to the SS Plaintiffs	
		1.	The KG Defendants' Legal Arguments are Wrong and Belated	14
		2.	Scholes and O'Melveny Clearly Apply and Support the Result	18
	D.		ual and Legal Issues Remain Regarding Toshio Kinoshita's rol and Ownership of the SS Companies	20

614472_1 / 6850-5 -i-

		Page
	E.	The Sole Actor Rule Does Not Apply as a Matter of Law 21
	F.	The KG Defendants' Voluntarily Admitted the Allegations in the Complaint, Including Those Regarding Intercompany Debt, in this Case
	G.	Toshio Was "Secretly Acting Adversely" to the SS Companies and His Knowledge May Not Be Imputed to Them
	Н.	The Order Correctly States That the STP Is Not Part of the Transfer That Plaintiffs Are Challenging in this Case
	I.	Defendants' FRCP 56(d) Request is Improper
IV.	CON	CLUSION

614472_1 / 6850-5 -ii-